DES/CMW/HXC/kjk January 25, 2008 781470_1 JAN 9.8 2008

09/766535

PATENT APPLICATION
Attorney's Docket No.: 0975.1005-010

IN THE EXITED STATES PATENT AND TRADEMARK OFFICE

Patentees:

Junming Le, Jan Vilcek, Peter Daddona, John Ghrayeb, David Knight and

Scott Siegel

Issued:

January 31, 2006

Patent No.:

6,991,791 B2

Title:

ANTI-TNF ANTIBODIES AND PEPTIDES OF HUMAN TUMOR

NECROSIS FACTOR

CERTIFICATE OF MAILING OR TRANSMISSION

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to Commissioner for Patents, P.O. Box 1450 Alexandria, VA 22313-1450, or is being facsimile transmitted to the United States Patent and Trademark Office on:

1/25/08

Date

KATHERINE

J. KANTOCSKI

Typed or printed name of person signing certificate

REQUEST FOR A PATENT TO BE CORRECTED TO STATE THE NAME OF THE ASSIGNEE UNDER 37 C.F.R. § 3.81(b)

Mail Stop Petition Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

01/29/2008 CNEGA1

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02 FC:1464

130.00 OP

Sir:

Pursuant to 37 C.F.R.§ 3.81(b), Patentees hereby request that the above-referenced U.S. Letters Patent be corrected to state the name of one of the assignees, New York University. A request for a Certificate of Correction under 37 C.F.R § 1.323 (See also MPEP § 1481 and § 307) is enclosed herewith.

In the Assignee section on the front of the issued patent, "New York University School of Medicine" should be corrected to recite "New York University" for the following reasons.

The Assignment was submitted for recordation as set forth in 37 C.F.R. § 3.11 and properly recorded before payment of the issue fee, which was paid on June 8, 2005 in the above-referenced patent. At the time of preparation of the issue fee transmittal, however, a clerical error occurred wherein "New York University School of Medicine" was listed as an Assignee.

6,991,791 B2

Patentees are filing this request to name properly New York University as one of the two assignees. In the parent Application No.: 09/133,119 (now U.S. Patent No.: 6,277,969), the Assignment to New York University was recorded on December 28, 1998 at reel/frames: 9662/0984-0988. The Assignment to Centocor, Inc. was also recorded on August 12, 1998 at reel/frames: 9392/0033-0040. Copies of the recorded Assignments, Recordation Form Cover Sheets, Notices of Recordation of Assignment Document and Patent Assignment Abstract of Title in the parent Application No.: 09/133,119 (now U.S. Patent No. 6,277,969) are also enclosed. Therefore, the correct assignees for the above-referenced patent are New York University, New York, NY and Centocor, Inc., Malvern, PA as recorded at the U.S. Patent and Trademark Office Assignment database.

Patentees agree to pay the required fee. Enclosed is a check in the amount of \$230.00 for the processing fee required by 37 C.F.R. § 1.17(i) as well as for the fee set forth in 37 C.F.R. § 1.20(a) for a request for a certificate of correction under 37 C.F.R. § 1.323. Please charge any deficiency or credit any overpayment to Patentee's Attorney's Deposit Account No. 08-0380. A copy of this letter is enclosed for accounting purposes.

Respectfully submitted,

HAMILTON, BROOK, SMITH & REYNOLDS, P.C.

elisho E festin Deirdre E. Sanders

Registration No.: 42,122 Telephone: (978) 341-0036 Facsimile: (978) 341-0136

Concord, MA 01742-9133 January 25, 2008

Dated:



United States Patent and Trademark Office

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Assignments on the Web > Patent Query

Patent Assignment Abstract of Title

NOTE:Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.

Total Assignments: 2

Patent #: 6277969

Issue Dt: 08/21/2001

Application #: 09133119

Filing Dt: 08/12/1998

Inventors: JUNMING LE, JAN VILCEK, PETER DADDONA, JOHN GHRAYEB, DAVID KNIGHT, SCOTT SIEGEL

Title: ANTI-TNF ANTIBODIES AND PEPTIDES OF HUMAN TUMOR NECROSIS FACTOR

Assignment: 1

Reel/Frame: 009392/0033

Recorded: 08/12/1998

Pages: 8

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors DADDONA, PETER

GHRAYEB, JOHN

KNIGHT, DAVID M.

SIEGEL, SCOTT A.

Exec Dt: 07/21/1998

Exec Dt: 07/22/1998

Exec Dt: 07/22/1998 Exec Dt: 08/06/1998

Assignee GENTOCOR, INC.

200 GREAT VALLEY PARKWAY

MALVERN, PENNSYLVANIA 19355

Correspondent: HAMILTON, BROOK, SMITH & REYNOLDS, P.C.

DAVID E. BROOK, ESQ. TWO MILITIA DRIVE LEXINGTON, MA 02421

Assignment: 2

Reel/Frame: 009662/0984 Recorded: 12/28/1998

Pages: 5

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: LE, JUNMING

, <u>JUNMING</u> **Exec Dt:** 11/30/1998

VILCEK, JAN

Exec Dt: 11/30/1998

Assignee: <u>NEW YORK UNIVERSITY</u>

550 FIRST AVENUE

NEW YORK, NEW YORK 10016

Correspondent: HAMILTON BROOK SMITH & REYNOLDS, P.C.

DAVID E. BROOK, ESQ. TWO MILITIA DRIVE

LEXINGTON, MA 02421-4799

Search Results as of: 01/23/2008 06:28 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.0.1

Web interface last modified: April 20, 2007 v.2.0.1

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FORM PTO-1595	
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(Rev. 6-93)	•
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the original document.

Deirdre E. Sanders
Name of Person Signing

REC RDATION FORM COVER SHE T PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Docket No.: NYU93-01M4AZ

August 12, 1998

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To the Honorable Commission	er of Patentis		lease	record the attac	ched original	documents or r	copy thereo	f.
1. Name of conveying party(ies): 1) Peter Daddona 2) John Ghrayeb 3) David M. Knight 4) Scott A. Siegel Additional name(s) of conveying party(ies) attached?	n e ser de Car	2.		tocor, In	ceiving party(i	·	
3. Nature of conveyance:								
XX Assignment		lerger		Street Addre	ss: 200: Gr	eat Valley	, Parkwa	У
☐ Security Agreement ☐ Other		hange of Name		City: Malve	ern	State: _PA	ZIP <u>l</u>	9355-
1) July 21, Execution Date: 3) July 22,	1998; 2) 1998; 4)	July 22, 199 August 6, 19	8 98	Additional name	e(s) & address	(es) attached?	1 Yes XX No	
4. Application number(s) or pater If this document is being filed	•		in, the	execution da	3)	7/9/98; 7/22/98; olication is:	4) 8/6/	98
A. Patent Application No.(s)				B. Patent N	o.(s)			
		Additional numbers a	l ttached	? □ Yes No				
Name and address of party to concerning document should be a concerning document should b	•	spondence	6.	Total numbe	r of applicati	ons and paten	ts involved:	1
Name: David E. Brook, Internal Address: Hamilton Reynolds	. Brook.	Smith &	7.	Enclosed	dw/Fee Ti Aj	ransmittal pplication arged to depos	for Pat	
Street Address: Two Milit			8.	Deposit acco		r:		
City: Lexington Stat	e: MA	ZIP: 02421		(Attach duplica	te copy of this	page If paying by	y deposit acco	ount)
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Statement and signature. To the best of my knowledge a	and belief, the	e foregoing inform	nation	is true and co	orrect and a	ny attached c	opy is a tru	e copy of

Total number of pages including cover sheet, attachments, and document:

Teirdre E. fanders

Joint

ASSIGNMENT

WHEREAS, we, Peter Daddona, John Ghrayeb, David M. Knight and Scott A. Seigel have, together with co-inventors Junming Le and Jan Vilcek, invented a certain improvement in ANTI-TNF ANTIBODIES AND PEPTIDES OF HUMAN TUMOR NECROSIS FACTOR described in an application for Letters Patent of the United States, the specification of which:

[X]	is about to be filed in the United States Patent Office;
[]	was filed on as Application No;
[]	was patented under U.S. Patent No on

WHEREAS, Centocor, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and having a usual place of business at 200 Great Valley Parkway, Malvern, Pennsylvania 19355-1307 desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

	Inventor:	
	John Ghrayeb	
State/Commonwealth		
of		
County of		
Then personally appeared before, he/she executed the foregoing day of, 19_	ore me the above-named John Ghrayeb and acknowledged instrument as his/her free act and deed this	tha —
	•	
(CDAI)	Notary Public	
(SEAL)	(print name)	
	My Commission expires / /	
	-	
	Inventor:David M. Knight	
State/Commonwealth		
of		
County of		
Then personally appeared before that he/she executed the foregon day of	re me the above-named David M. Knight and acknowledging instrument as his/her free act and deed this, 19	ed
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SEAL)	Notary Public	
SEAL)	(print name)	
	My Commission expires/ /	

	-4-
	Inventor:
	Scott A. Siegel
State/Commonwealth	
of	
County of	·
Then personally appeared before he/she executed the foregoing in day of, 19	me the above-name Scott A. Siegel and acknowledged that strument as his/her free act and deed this
	Notary Public
(SEAL)	(print name)
	My Commission expires//
K:\DSANDERS\NYU\9301M4AZ\9301	M4A7.AS1

ASSIGNMENT

WHEREAS, we, Peter Daddona, John Ghrayeb, David M. Knight and Scott A. Seigel have, together with co-inventors Junming Le and Jan Vilcek, invented a certain improvement in ANTI-TNF ANTIBODIES AND PEPTIDES OF HUMAN TUMOR NECROSIS. FACTOR described in an application for Letters Patent of the United States, the specification of which:

[x]	is about to be filed in the United States Patent Office;
[]	was filed on as Application No;
[]	was patented under U.S. Patent No on

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NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

	Inventor:
	Peter Daddona
State/Commonwealth	
of	<u>.</u>
County of	· · · · · · · · · · · · · · · · · · ·
that he/she executed the foreg	Fore me the above-named Peter Daddona and acknowledged going instrument as his/her free act and deed this, 19
	Notary Public
(SEAL)	(print name)
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State/Commonwealth	
of Pennsylvania	
County of Chestern	
Then personally appeared before he/size executed the foregoing in day of July, 1997.	me the above-named John Ghrayeb and acknowledged that strument as his/her free act and deed this
(SEAL)	BEVERLY & HA VORSEN (print name)
	My Commission expires _7/21/0/
	NOTARIAL SEAL Beverly C. Halvorsen, Notary Public Malvern, Chester County My Commission Expires July 21, 2001 Inventor: David M. Knight
State/Commonwealth	
of <u>Pennaghana</u>	
County of Chester	
Then personally appeared before that he/she executed the foregoing	me the above-named David M. Knight and acknowledged g instrument as his/her free act and deed this, 19 <u>98</u>
(SEAL)	Swely C. Halvaca Notary Public BEVERLY & Halvarsen (print name) My Commission expires 7/4/0/
·	ing commission expires 1/2/2/

NOTARIAL SEAL
Beverly Gellalvorsen, Notary Rublicom
Malvern, Chester County
My Commission Exc. 188 July 21, 2001

	Inventor:
	Scott A. Siegel
State/Commonwealth	
of	
County of	_
	the above-name Scott A. Siegel and acknowledged that ment as his/her free act and deed this
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Joint

ASSIGNMENT

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IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

	Inventor:
	Peter Daddona
State/Commonwealth	
of	_
County of	
that he/she executed the foreg	ore me the above-named Peter Daddona and acknowledged oing instrument as his/her free act and deed this, 19
4	Notary Public
(SEAL)	(print name)
	My Commission expires/_/

	Inventor:
	Inventor:John Ghrayeb
State/Commonwealth	·
State/Commonwealth	
of	<u>.</u>
County of	
Then personally appeared befine/she executed the foregoing day of, 19	fore me the above-named John Ghrayeb and acknowledged that g instrument as his/her free act and deed this
	Notary Public
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	My Commission expires//
	T
	Inventor:David M. Knight
State/Commonwealth	
of	
County of	
Then personally appeared before that he/she executed the forego	ore me the above-named David M. Knight and acknowledged bing instrument as his/her free act and deed this, 19
	Notary Public
(SEAL)	(print name)
	My Commission expires //

Inventor: Scott A. Sregel

State/Commonwealth
of Masachusetts
County of Masachusetts

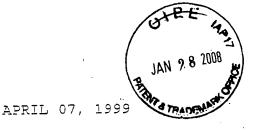
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Notary Public

___(print name)

My Commission expires 4/9/2004

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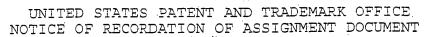
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ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

PTAS

HAMILTON BROOK SMITH & REYNOLDS, P.C. DAVID E. BROOK, ESQ. TWO MILITIA DRIVE LEXINGTON, MA 02421-4799







THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/28/1998

REEL/FRAME: 9662/0984 NUMBER OF PAGES: 5

ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BRIEF:

LE, JUNMING

DOC DATE: 11/30/1998

ASSIGNOR:

VILCEK, JAN

DOC DATE: 11/30/1998

ASSIGNEE:

NEW YORK UNIVERSITY

550 FIRST AVENUE

NEW YORK, NEW YORK 10016

SERIAL NUMBER: 08192861

PATENT NUMBER:

SERIAL NUMBER: 08192093

PATENT NUMBER:

SERIAL NUMBER: 09133119

PATENT NUMBER:

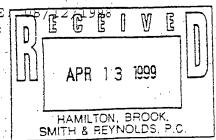
FILING DATE: 02/04/1994

ISSUE DATE:

FILING DATE: 02/04/1994

ISSUE DATE:

FILING DATE: ISSUE DATE:



9662/0984 PAGE 2

SERIAL NUMBER: 08570674

PATENT NUMBER:

SERIAL NUMBER: 08192102 PATENT NUMBER: 5656272

SERIAL NUMBER: 08324799
PATENT NUMBER: 5698195

FILING DATE: 12/11/1995

ISSUE DATE:

FILING DATE: 02/04/1994 ISSUE DATE: 08/12/1997

FILING DATE: 10/18/1994 ISSUE DATE: 12/16/1997

SHARON LATIMER, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

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Multi-Joint

ASSIGNMENT

·* ';

WHEREAS, we, Junming Le and Jan Vilcek, have, together with co-inventors Peter Daddona, John Ghrayeb, David M. Knight and Scott A. Seigel, invented improvements described in the United States Letters Patents and applications for United States Letters Patent attached hereto and made a part hereof as Schedule A (hereinafter "PATENTS AND APPLICATIONS"); and

WHEREAS, New York University (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of New York, and having a usual place of business at 550 First Avenue, New York, New York 10016 has acquired an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America. its territories and all foreign countries, in and to said inventions as described in said PATENTS AND APPLICATIONS, together with the entire right, title and interest in and to said PATENTS AND APPLICATIONS and such Letters Patents as may issue on said applications; said inventions, said PATENTS AND APPLICATIONS, and such Letters Patents to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patents may be granted as fully and entirely as the same would have been held by us had these assignments and sales not been made: we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patents. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patents by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patents to ASSIGNEE for its own name as assignee of the entire right, title and interest therein:

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid inventions to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved;

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IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor: Junming Le

State/Commonwealth

of New York

County of New York

Then personally appeared before me the above-named Junming Le and acknowledged that he/she executed the foregoing instrument as his/her free act and deed this _30 4 day of November , 1998.

(SEAL)

Notary Public

MAUREEN VAlent (print name)

My Commission expires 7 / 15 /99

MAUREEN VALENTI
Notary Public State of New York
No. 01VA5014085
Qualified in Kings County
Commission Expires July 15, 19_

Inventor: Jan Vilcek

State/Commonwealur	*** # **
of New York	
County of New York	_
	the above-named Jan Vilcek and acknowledged that ment as his/her free act and deed this
day of November, 1998	
· · · · · · · · · · · · · · · · · · ·	Name Valid Notary Public
(SEAL)	mauree~ VAle~ (print name)
	My Commission expires 7/15/99

MAUREEN VALENTI
Notary Public, State of New York
No. 01VA5014085
Qualified in Kings County
Commission Expires July 15, 19

ASSIGNMENT TO NEW YORK UNIVERSITY SCHEDULE A

UNITED STATES PATENTS

File Number	Patent No.	Issue Date	Title	
NYU93-01M	5,656,272	08/12/97	Methods of Treating TNF-α Mediated Crohn's Disease Using Chimeric Anti-TNF Antibodies	
NYU93-01M4	5,698,195	12/16/97		
UNITED STATES PATENT APPLICATIONS				
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